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X	A	Solicitation/Contract Form		1	Х	I	Contr	act Clauses		31
Х	В	Supplies or Services and Price	es/Costs	10		Part III - I	List Of D	ocuments, Exhibits, And Ot	her Attachm	ents
Х	C	Description/Specs./Work State	ement	16	Х	J	List of	Attachments		38
Х	D	Packaging and Marking		19		Part IV - F	Represen	tations And Instructions		
Х	E	Inspection and Acceptance		21		K	Repre	sentations, Certifications, a	nd	
Х	F	Deliveries or Performance		26			Other	Statements of Offerors		
Х	G	Contract Administration Data	1	27		L		, Conds., and Notices to Off	erors	
Х	Н	Special Contract Requiremen	ts	28		M		ation Factors for Award		
		Cont	racting Offic	cer Will C	Complete It	em 17 Or 18	As App	licable		
17. X	Contractor	s Negotiated Agreement (Con						not required to sign this doc	ument.) Your	r offer on
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issuing	office.) Cont	tractor agrees to furnish and de	liver all iten	ns			which a	dditions or changes are set f	orth in full al	oove, is
or perf	form all the se	ervices set forth or otherwise ide	entified abov	ve				s listed above and on any co		
		tion sheets for the consideration						act which consists of the fol		
		ations of the parties to this com		е				and your offer, and (b) this	award/contra	act. No
•		ned by the following documents the solicitation, if any, and (c) s		me	turtner co	ontractual de	ocument	is necessary.		
		tifications, and specifications, a								
_		reference herein. (Attachments								
herein.										
19A. Name And Title Of Signer (Type Or Print)					e Of Contra	cting Of	ficer			
						Y L YOWELL	MV MTT	(309)782-6736		
10R N	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date S	Signed
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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This contract is awarded under the terms and conditions of Solicitation DAAE20-02-D-0042. This award is a firm fixed price, long term, Indefinite Delivery Indefinite Quantity (IDIQ) type contract, with three ordering periods.
- 2. This contract is awarded for the following items:

```
CLIN 0001 - M16 Headspace Gage, NSN: 5220-00-070-7814, PN: 7799734

CLIN 0002 - M60 Headspace Gage, NSN: 5220-00-647-3698, PN: 7274790

CLIN 0003 - M240 Headspace Gage, NSN: 5220-01-043-8212, PN: 11826274

CLIN 0004 - M240 Headspace Warning Gage, NSN: 5220-01-043-8211, PN: 11826299
```

- 3. First Article testing and approval is a requirement for this contract. Delivery of the First Article Test Report is due 60 days after award of a delivery order for this item.
- 4. The guaranteed minimum quantities specified for CLINs 0001 (100 each), 0002 (100 each), 0003 (50 each), and 0004 (50 each) shall be awarded prior to the end of Ordering Period 1. A delivery order will be issued separately for this obligation. The Government is not obligated to purchase any additional requirements or place any additional orders other than the first delivery order for the minimum guaranteed quantities.
- 5. The ordering periods covered by this contract are as follows:

```
Ordering Period 1: Award Date - 31 Mar 04
Ordering Period 2: 1 Apr 04 - 31 Mar 05
Ordering Period 3: 1 Apr 05 - 31 Mar 06
```

- 6. The prices shown on the Price Evaluation Sheet (Attachment 003) will be utilized for any possible additional quantities under Ordering Period 1, Ordering Period 2, and Ordering Period 3. These prices are firm fixed prices for each range and ordering period.
- 7. Any future delivery order(s) that may be placed shall be issued at the unit prices (or at a lower price if or as proposed by the contractor) for the applicable quantity range and ordering period. All deliverys will be issued unilaterally with firm delivery dates.

Deliveries for each order shall continue immediately after the previous delivery order. Earlier deliveries are acceptable at no additional cost to the Government.

- 8. The signed Non-Disclosure Agreemnt is hereby incorporated and made a part of this contract (Attachment 005). Upon completion of the last delivery order issued under this contract, the contractor shall certify in writing to the Contracting Officer that the technical data has been destroyed. The contractor shall include with the certificate of destruction a list of the names and addresses of subcontractors and vendors who received a copy of the technical data package or part of the technical data package provided with the solicitation. The Certificate of Destruction is provided as Attachment .
- 9. In addition, the following changes are incorporated and made a part of this contract.
 - (1) The following clause changes are made:

DELETED	REPLACED WITH	CLAUSE TITLE	FAR REFERENCE
KF6013	KF6014	Small Business Program Representations - Alternate I	52.219-1
LS7012	LS7013	Electronic Award Notice	52.215-4511 TACOM Rock Island
LF6254	LF6255	Service of Protest	52.233-2

- (2) SECTION A SUPPLEMENTAL INFORMATION: Paragraph 3.(4) and 3.(5) are deleted and replaced by the following revised paragraphs.
 - (4) GAGE RECORD CARD (DA FORM 3023).
- (a) The contractor shall prepare a Gage Record Card for each gage in accordance with Quality Assurance Provision (QAP) 12977232, Part V Test Method and Procedure 514. In addition, the following will also be recorded on each Gage Record Card:
 - (1) Tolerances shall be listed with the special and major characteristics listed in the Required Component Dimension block,
- (2) The contract number, the contractor, any engineering change NOR numbers applicable to each gage, and the phrase FIELD SERVICE shall be entered in the Remarks block,
- (3) The phrase REQUIRES ANNUAL CERTIFICATION shall be entered in the bottom left corner of the form (just above the solid line.)

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

(b) The only exception to Test Method and Procedure 514 of QAP 12977232 for this contract is that the Gage Record Card shall not be signed at the acceptance point. It will be signed and dated by the contractor certifying that the gage complies with the required dimensions as stated in Test Method and Procedure 514.

- (5) SHIPMENT OF GAGES.
- (a) The contractor shall ship all gages (First Article units, Production Lot Acceptance samples, and production quantity) as directed in the contract.
- (b) The Production Lot Acceptance Samples shall be packaged as if for shipment to final destination, and shall include the Gage Record Card with the gage.
- (c) The contractor shall provide a notification of shipment to the Contracting Specialist, Ms. Bobbie Stegall,, email: stegallb@ria.army.mil <mailto:stegallb@ria.army.mil≥, (309)782-3618, within two (2) working days of each shipment of gages.
- (d) For each shipment of gages, the outer package/pallet shall be marked: NOTIFY BOBBIE STEGALL, CONTRACT SPECIALIST, 23618, EMAIL: stegallb@ria.army.mil , AMSTA-LC-CSC-C, UPON RECEIPT AT ROCK ISLAND ARSENAL.
- (e) All costs associated with return of rejected gages, shipment of reworked/replacement gages, and reinspection of reworked/replacement gages shall be borne by the contractor.
- 10. Solicitation DAAE20-02-R-0042, including Amendments 0001 thru 0004, and contractor's proposal dated 20 Mar 02, are hereby incorporated and made a part of this contract.
- 11. No dollars are obligated on this award document.

*** END OF NARRATIVE A 006 ***

Regulatory Cite _____ Title ____ Date

- A-1 HQ, DA NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN
TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL TACOM-RI SPECIFICATIONS AND STANDARDS

DEC/1997

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
 - (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the

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proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

 CLIN
 PRICE \$

 CLIN
 PRICE \$

 CLIN
 PRICE \$

 CLIN
 PRICE \$

(End of clause)

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/200

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).

- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 TACOM-RI AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

- 1. This solicitation will result in the competitive award of a long-term Indefinite Quantity type contract (SEE FAR 16.504) for Small Arms Precision Gages. Evaluation of offers and award will be made on the basis of the lowest priced technically acceptable proposal. For evaluation criteria see Section M of the solicitation.
- 2. The term of the contract will be one year with two additional option periods to extend the contract in accordance with FAR 52.217-9 for a total maximum period of three years.
- 3. This solicitation contains the following requirements.
- (1) Due to the critical nature of the small arms precision gages to be procured under this solicitation and the strict quality requirements, the Government's minimum qualification criteria must be met to be considered. See Section M, Evaluation Criteria.
 - (2) First Article testing and approval will be conducted by the Government at the Rock Island Arsenal.
- (3) Final Inspection and Acceptance. Offerors are notified that inspection will be at the contractor's plant. Final inspection and acceptance of all gages specified for delivery under this contract will be accomplished at the Rock Island Arsenal. Upon receipt of the gage(s) at the Rock Island Arsenal, the Government will have 45 days to inspect and either accept or reject the gages. The Government will not process payment for gages shipped until they have been inspected and accepted.
 - (4) Gage Record Card (DA Form 3023).
- (a) The Contractor shall prepare a Gage Record Card for each gage. A serial number shall be assigned to <u>each</u> gage and that serial number shall be entered in the "Identification No." block of the Gage Record Card. All special and major characteristics cited in the applicable Quality Assurance Provision and/or listed on the SAMPLE GAGE RECORD CARD provided by the Procuring Activity, shall be listed in the "Required Component Dimension" block (Enter the dimension/requirement, including any applicable tolerance). Each gage shall be inspected/measured for all required characteristics and the <u>actual</u> inspection/measurement results shall be entered in the "Actual Gage Dimensions" block of the Gage Record Card for that gage; the entry for the actual inspection/measurement result shall be directly opposite the entry for the required dimension. The contract number, the name of the company, and the phrase "**
 FIELD SERVICE ** shall be entered at the top of the "Remarks" block (each entry shall be on a separate line). Any engineering changes (ECPs, RFDs, and/or RFWs) applicable to the gage shall be entered in the "Remarks" block using the ECP/RFD/RFW "NOR number. The phrase "**** REQUIRES ANNUAL CERTIFICATION **** shall be entered in the bottom left corner of the form (just above the solid line).

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

(b) Each Gage Record Card shall be dated and signed by the Contractor (or a designated representative authorized to sign for the contractor). The typed/printed name of the person signing the Gage Record Card shall be entered in the "Gage Checker" block. A letter shall be provided to the Contracting Officer listing those designated representatives who are authorized to sign the Gage Record Card for the Contractor. A copy of such letter shall be provided to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.

- (c) Signature of the Gage Record Card by the Contractor (or designated representative) certifies that the gage identified on that Gage Record Card has been inspected in accordance with the applicable drawing and Quality Assurance Provision, and that the gage complies with all specified requirements.
- (d) The Gage Record Card shall be packaged with its respective gage. A copy of the Gage Record Card (facsimile/xerographic copy acceptable) shall be submitted to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300 not later than the date on which the respective gages are shipped to the specified destination.
 - (5) SHIPMENT OF GAGES.

The Contractor shall ship all gages (First Article, Production Lot Acceptance Samples, and production quantity) as directed in the contract.

The Production Lot Acceptance Samples shall be packaged as if for shipment to final destination, and shall include the Gage Record Card with the gage.

The contractor shall provide a notification of shipment to the Contracting Officer within two (2) working days of each shipment of gages. A copy of such notification shall also be provided to: TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300 (The data-fax telephone number for AMSTA-AR-QAW-C is (309) 782-6653).

For each shipment of gages, the <u>outer</u> package/pallet shall be marked: "TO BE OPENED ONLY BY OR UNDER THE DIRECTION OF THE TACOM-ARDEC (AMSTA-AR-QAW-C) PRODUCT QUALITY MANAGER FOR GAGES. CONTACT MR. BOBBY EDMUNDS AT (309) 782-7615 (OR DSN 793-7615) IMMEDIATELY UPON RECEIPT OF THIS SHIPMENT. "

All costs associated with return of rejected gages, shipment of reworked/replacement gages, and reinspection of reworked/ replacement gages shall be borne by the contractor.

4. Minimum Guaranteed Quantities. The minimum guaranteed quantities to be award under this solicitation are listed below. This quantity specifically represents the minimum quantity" as defined by the referenced FAR and DFARs clauses contained within this solicitation in full text or by reference.

M16 Headspace Gage	5220-00-070-7814	100
M60 Headspace Gage	5220-00-647-3698	100
M240 Headspace Gage	5220-01-043-8212	50
M240 Headspace Warning Gage	5220-01-043-8211	50

- 5. The stated minimum order quantity ranges, other than the minimum guaranteed quantities listed above are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums beyond the guaranteed minimum quantities.
- 6. If additional orders are placed, the stated maximum order quantity ranges are established as specific limitations on the ordering authority of the Government. In no instance will the Government place orders in excess of the total maximum ordering range quantity stated for each ordering period.
- 7. The proposed unit prices for all ordering periods and quantities shall be submitted on the Price Evaluation Sheet, Attachment 00
- 8. The following are the dates of the ordering periods covered by this solicitation.

Ordering Period (OP) 1: Award Date - 31 March 2003 Ordering Period (OP) 2: 01 April 2003 - 31 March 2004 Ordering Period (OP) 3: 01 April 2004 - 31 March 2005

9. The Government's projected buy quantities, by Ordering Period, as set forth on the Pricing Evaluation Sheet, Attachment 00 , represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary

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influences. Therefore ordering quantity ranges have been established.

- 10. The Government will issue all delivery orders unilaterally with firm delivery dates. The delivery orders will establish the delivery schedule due not later than 180 days after receipt of the delivery order.
- 11. All delivery orders will be issued utilizing the unit price proposed for the applicable quantity range by ordering period.

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

*** END OF NARRATIVE A 001 ***

- 1. THE CLOSING DATE FOR RECEIPT OF PROPOSALS FOR SOLICITATION DAAE20-02-R-0042 IS EXTENDED FROM 21 MAR 02 TO 19 APR 02, 3:45 PM, CENTRAL STANDARD TIME.
- 2. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT 0001 ALONG WITH THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.
- 3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

- 1. THE CLOSING DATE FOR SOLICITATION DAAE20-02-R-0042 IS EXTENDED FROM 19 APR 02 TO 30 APR 02.
- 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 003 ***

1. Solicitation DAAE20-02-R-0042 is amended to include the requirement for execution of nondisclosure agreements. You are advised that the technical data for manufacturing the M240 Headspace Warning Gage, NSN: 5220-01-043-8211, PN: 11826299 and M240 Headspace Gage, NSN: 5220-01-043-8212, PN: 11826274 include documents that are proprietary with limited distribution restrictions. The proprietary note stamped on each document must be strictly adhered to. Prior to the release of any technical data, you are required to execute a confidential non-disclosure and non-use agreement and consent to the terms of this notice. Upon execution of the non-disclosure agreement, the applicable technical data will be released. Upon completion of the purpose for which it was intended, you will be required to execute a certificate of destruction of all copies of technical data received or reproduced. In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms and conditions contained in the nondisclosure agreement, Attachment 005. Prospective offerors are advised to carefully review all of the terms and conditions of this agreement. You will be making a binding agreement. The signed agreement should be sent to:

U. S. Army TACOM-Rock Island

ATTN: AMSTA-LC-CSC-C (Ms. Bobbie Stegall)

Rock Island, IL 61299-7630

Electronic Mail Address: StegallB@ria.army.mil

Fax Number: (309) 782-3813

2. In addition, the ordering periods covered by this solicitation are changed as follows:

Ordering Period (OP) 1: Award Date - 31 May 2003 Ordering Period (OP) 2: 01 June 2003 - 31 May 2004 Ordering Period (OP) 3: 01 June 2004 - 31 May 2005

- 3. The closing date for receipt of offers is extended to May 17, 2002, 3:45 PM, Central Standard Time.
- 4. All offerors must acknowledge all amendments and the basic solicitation in order to be considered responsive.
- 5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 004 ***

- 1. The closing date for receipt of offerors under Solicitation DAAE20-02-R-0042 is extended from May 17, 2002, 3:45 PM to June 7, 2002, 3:45 PM, Central Standard Time.
- 2. All offerors must acknowledge all amendments and the basic solicitation in order to be considered responsive.

*** END OF NARRATIVE A 005 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
	SECURITY CLASS:				
	MINIMUM GUARANTEED QUANTITY - 100 EACH				
	NOUN: M16 RIFLE HEADSPACE GAGE				
	With First Article Approval Delivery Shall Be FOB Destination				
	(End of narrative B001)	PR: SE(ices, qu	ANTITY RANGES, AN	ATTACHMENT 002 FOR D ORDERING PERIODS. S ERFORMANCE FOR DELIVER
	(End of narrative B003)				
	Description/Specs./Work Statement TOP DRAWING NR: 7799734				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129, REV N UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
0001AA	PRODUCTION QUANTITY WITH FIRST ARTICLE	1	LO	\$** NSP **	\$** NSP **
	NOUN: FIRST ARTICLE TEST REPORT With First Article Approval				
	Delivery Shall Be FOB Destination				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 45				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0060				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630				
	MARK FOR: AMSTA-LC-CSC-C/B. STEGALL				
0002	Supplies or Services and Prices/Costs				
	SECURITY CLASS:				
	MINIMUM GUARANTEED QUANTITY - 100 EACH				
	NOUN: M60 HEADSPACE GAGE				
	Description/Specs./Work Statement TOP DRAWING NR: 7274790				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129, REV N UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
0002AA	PRODUCTION QUANTITY WITH FIRST ARTICLE	1	LO	\$** NSP **	\$** NSP **
	NOUN: FIRST ARTICLE TEST REPORT With First Article Approval Delivery Shall Be FOB Destination				
	(End of narrative B001)				
	(End of natiative Boot)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 45				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0060				
	FOB POINT: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630				
	MARK FOR: AMSTA-LC-CSC-C/B. STEGALL				
0003	Supplies or Services and Prices/Costs				
	SECURITY CLASS:				
	MINIMUM GUARANTEED QUANTITY - 50 EACH				
	NOUN: M240 HEADSPACE GAGE				
	Description/Specs./Work Statement TOP DRAWING NR: 11826274				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129, REV N UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
0003AA	FIRST ARTICLE TEST REPORT With First Article Approval	1	LO	\$** NSP **	\$** NSP **
	Delivery Shall Be FOB Destination				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 45				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0060				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0044 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MARK FOR: AMSTA-LC-CSC-C/B. STEGALL				
0004	Supplies or Services and Prices/Costs				
	SECURITY CLASS:				
	MINIMUM GUARANTEED QUANTITY - 50 EACH				
	NOUN: M240 HEADSPACE GAGE				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 11826299				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	BEST COMMERCIAL - MARKING MIL-STD-129, REV N UNIT PACK: EA INTERMEDIATE PACK: 001				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Destination				
0004AA	FIRST ARTICLE TEST REPORT	1	LO	\$** NSP **	\$* NSP **
	With First Article Approval				
	Delivery Shall Be FOB Destination				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Destination				
	Government Approval/Disapproval Days: 45				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 3 DEL REL CD				
	001 1 0060				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(ZZZ555) TACOM-ROCK ISLAND				
	ATTN AMSTA-LC-CSC				
	ROCK ISLAND IL 61299-7630				
	MARK FOR: AMSTA-LC-CSC-C/B. STEGALL				
	THE TORY INDITED COC C/D. STEGALL				
0005	Supplies or Services and Prices/Costs				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified				
	DATA ITEM	1	LO	\$** NSP **	\$* ** NSP **
	NOUN: DD FORM 1423 REQUIREMENTS				
	Contractor will prepare and deliver the				
	technical data in accordance with the				
	requirements, quantities and schedules set forth in the Contract Data				
	Requirements Lists (DD Form 1423),				
	Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Contractor will prepare and deliver the				
	technical data in accordance with the				
	requirements, quantities and schedules set forth in the Contract Data				
	Requirements Lists (DD Form 1423),				
	Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B002)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

Regulatory Cite
Title
Date

B-1 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

DFARS

(BA6701)

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite ______ Title _____ Date

C-1 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988

TACOM-RI

APPLIES TO CLIN 0001 - M16 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 7799734 with revisions in effect as of 10 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

DOCUMENT	DELETE	REPLACE	WITH

SPI-7799734 MIL-P-116/MIL-P-14232 MIL-STD-2073-1 MIL-P-3420 MIL-PRF-3420 MIL-B-117 MIL-DTL-117

QAP 12977232 MIL-STD-120

(CS6100)

APPLIES TO CLIN 0002 - M60 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 7274790 with revisions in effect as of 7 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

DOCUMENT	DELETE	REPLACE WITH
SPI-7274790	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-3420	MIL-PRF-3420
	MIL-B-117	MIL-DTL-117

(CS6100)

APPLIES TO CLIN 0003 - M240 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11826274 with revisions in effect as of 7 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

DOCUMENT DELETE REPLACE WITH

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SPI-11826274 M

MIL-P-116/MIL-P-14232

MIL-STD-2073-1

MIL-G-10944

MIL-B-22020

QAP 12977232

MIL-STD-120

(CS6100)

APPLIES TO CLIN 0004 - M240 HEADSPACE WARNING GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11826299 with revisions in effect as of 10 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

DOCUMENT DELETE

REPLACE WITH

SPI-11826299

MIL-P-117

MIL-DTL-117

QAP 12977232 MIL-STD-120

(CS6100)

C-2 52.210-4514 TACOM-RI GAGE RECORD CARD (STATEMENT OF WORK)

OCT/2000

- 1. No later than 75 days prior to the first scheduled delivery, the Contractor shall submit a request for a Gage Record Card (DA Form 3023) for each deliverable gage to the Contracting Officer. A copy of the request shall be submitted to TACOM-ROCK ISLAND, ATTN: AMSTALC-CSC-C/MS. BOBBIE STEGALL, Rock Island, IL 61299-7300; EMAIL: stegallb@ria.army.mil, (309) 782-3618, FAX (309) 782-3813.
- 2. Cards furnished to the Contractor will include the necessary quantity of blank cards. A sample card will be provided to the contractor listing the characteristics that require annotation of the inspection results. The Contractor shall complete a gage record card for each gage in accordance with the sample card. Each gage record card shall be dated and signed by the Contractor, certifying that the gage complies with the required dimensions specified on the gage drawing.
- 3. The Government representative will verify the gage record card assuring the inspection and accuracy of each gage. The Contractor shall include the completed gage record card with each gage packaged for delivery.

(End of Statement of Work)

(CS6102)

C-3 52.248-4502 TACOM RI CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is

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CONTINUATION SHEET	PHN/SHN DAAE20-03-D-0044	MOD/AMD	

Name of Offeror or Contractor: ${\tt S\&S}$ tool and machine co

received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SECTION D - PACKAGING AND MARKING

Regulatory Cite ______ Title _____ Date

D-1 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000

TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: See Paragraph 3 below.

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
 - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
 - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
 - (4) Packing:
- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
 - d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE I	JUL/1985
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52 246-11	HIGHER-LEVEL CONTRACT OHALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
(X) Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	tailored by excluding paragraph 7.3
(X) Quality Systems - Model for QA	ISO 9002	18 Jul 1994	untailored

(End of clause)

(EF6002)

E-4 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAR/2001
TACOM-RI

a. The first article shall consist of:

10 each M16 Headspace Gage, PN: 7799734 10 each M60 Headspace Gage, PN: 7274790 10 each M240 Headspace Gage, PN: 11826274 10 each M240 Headspace Gage, PN: 11826299

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

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Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

- (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to TACOM-ARDEC, ATTN: MR. KEN CAMPBELL/AMSTA-AR-OAW-C, Rock Island, IL 61299-7300.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5 52.209-4513

TACOM-RI

FIRST ARTICLE CONFIRMATORY TEST

MAY/1994

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a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY ITEM NOMENCLATURE DRAWING

10 each Various Headspace Gages identified/listed in this 7799734, 7274790, 11826274, and 11826299 solicitation/contract

- b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.
- c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: US ARMY TMDE SUPPORT CENTER, ATTN: AMSAM-TMD-B-LRI (MR. JOHN VEST), BUILDING 131 (2ND FLOOR), ROCK ISLAND, IL 61299-7430.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, ROCK ISLAND, IL 61299-7300.

- d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval Contractor Testing Clause.
 - e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for

Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

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refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-6 52.246-4530

PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)

DEC/1997

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TACOM-RI

- (a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.
- (b) The production lot acceptance test sample shall consist of EACH SCHEDULED DELIVERY QUANTITY AND PRODUCTION LOT FOR EACH TYPE, PN, AND NSN OF HEADSPACE GAGE IDENTIFIED/LISTED IN THIS SOLICITATION/CONTRACT.
- (c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).
- (d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.
- (e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination ROCK ISLAND ARSENAL, ATTN: SOSRI-ICQ, ROCK ISLAND, IL 61299-5000

- (f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with all requirements of the applicable drawing (to include all component/subordinate drawings and specifications referenced thereon), and the applicable Quality Assurance Procedure (QAP), for each Type, PN, and NSN of Headspace Gage listed/identified in this solicitation/contract.
- (g) Within 75 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.
- (h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- (i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing

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resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

- (j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(End of clause)

(ES6042)

E-7 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-8 52.246-4540 TACOM-RI

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000

APR/2001

- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
 - c. You may provide the following information relative to (CP)2-2000 certification:
 - (1)____NOT CERTIFIED
 - (2) CERTIFIED

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CONTINUATION SHEET	PIIN/SIIN DAAE20-03-D-0044 MOD/AMD	

Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

- (i)___DATE OF CERTIFICATION
- (ii) <u>C</u>ERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-5 52.247-4531 COGNIZANT TRANSPORTATION OFFICER

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION G -	CONTRACT ADMINISTRAT	ION DATA	
	Regulatory Cite	Title	Date
G-1	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
	requested to indica	te below the address to which payment should be mailed, Solicitation.	if such address is different from that shown for
Name			
Address			
City & State			
(Do not incl	ude any bank account	information. If necessary, please submit this information	tion under separate cover.)
(007015)		(End of Clause)	

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is stegallb@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $\ensuremath{\text{N/A}}$

(End of Clause)

(HS6510)

H-4 52.233-4501 TACOM-RI ALTERNATIVE DISPUTES REVIEW PROCESS

MAY/1994

- (a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.
- (b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes Alternate I, of the contract.
- (c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the

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first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

- (d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.
- (e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.
- (f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.
- (g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.
- (h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.
- (i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.
- (j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.
- (k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:
 - (1) The Government will compensate directly the wages and travel expense for its selected member.
 - (2) The SC shall compensate directly the wages and travel expense for its member.
 - (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
- (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.
- (1) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.
- (m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.
- (n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

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(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

	(End of Clause)	
(HS7000)		
H-5 52.247-4545 PLACE OF CONTR	RACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
The bidder/offeror is to fill in the 'Shipped F section.	From' address, if different from 'Place of Performar	nce' indicated elsewhere in this
Shipped From:		
For contracts involving F.O.B. Origin shipments	s furnish the following rail information:	
Does Shipping Point have a private railroad sid	Bing? YES NO	
If YES, give name of rail carrier serving it: _		
If NO, give name and address of nearest rail fr	reight station and carrier serving it:	
Rail Freight Station Name and Address:		
Serving Carrier:		
	(End of Clause)	
(HS7600)		

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SECTION I - CONTRACT CLAUSES

(IA7001)

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

1-1	DEC/2001 APR/1984 APR/1984 JAN/1997 JUN/1997 AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002 DEC/2001
1-3	APR/1984 JAN/1997 JAN/1997 JUN/1997 AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-4 52.203-8	JAN/1997 JAN/1997 JUN/1997 AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
IMPROPER ACTIVITY	JAN/1997 JUN/1997 AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-6	JUN/1997 AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-7	AUG/2000 AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-8	AUG/2000 SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-9	SEP/1990 JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
I-10	JUN/1999 JUL/1996 SEP/2002 FEB/1999 APR/2002
1-11	JUL/1996 SEP/2002 FEB/1999 APR/2002
I-12	SEP/2002 FEB/1999 APR/2002
1-13	FEB/1999 APR/2002
I-14	APR/2002
I-15	
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
1-17	
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS 1-18	JUN/1998
I-18	DEC/2001
I-19	JUL/2000
T-20	JAN/1991
I-21	APR/1984
I-22 52.232-8	APR/1984
I-23	FEB/2002
I-24	APR/1984
I-25	JUN/1996
I-26	APR/1984
1-27	FEB/2002
I-28	MAY/1999
1-29 52.233-3 PROTEST AFTER AWARD 1-30 52.242-13 BANKRUPTCY 1-31 52.243-1 CHANGES - FIXED PRICE 1-32 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS 1-33 52.247-63 PREFERENCE FOR U.S FLAG AIR CARRIERS 1-34 52.248-1 VALUE ENGINEERING 1-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) 1-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	JUL/2002
I-31 52.243-1 CHANGES - FIXED PRICE I-32 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS I-33 52.247-63 PREFERENCE FOR U.S FLAG AIR CARRIERS I-34 52.248-1 VALUE ENGINEERING I-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	AUG/1996
I-32 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS I-33 52.247-63 PREFERENCE FOR U.S FLAG AIR CARRIERS I-34 52.248-1 VALUE ENGINEERING I-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	JUL/1995
I-33 52.247-63 PREFERENCE FOR U.S FLAG AIR CARRIERS I-34 52.248-1 VALUE ENGINEERING I-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	AUG/1987
I-34 52.248-1 VALUE ENGINEERING I-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	MAY/2002
I-35 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	JAN/1997
I-36 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	FEB/2000
	SEP/1996
	APR/1984
I-37 52.253-1 COMPUTER GENERATED FORMS	JAN/1991
I-38 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT	T- MAR/1999
I-39 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS	APR/1992
I-40 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS	NOV/2001
I-41 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	R NOV/1995
DFARS THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY I-42 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS	MAR/1998

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	Regulatory Cite	Title	Date
I-43	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-44	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-45	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
	DFARS		
I-46	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-47	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
	DFARS	ENTERPRISES-DOD CONTRACTS	
I-48	252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
	DFARS		
I-49	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
	DFARS		
I-50	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-51	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-52		PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-53	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-54		MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-55	52.216-19	ORDER LIMITATIONS	OCT/1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than SEE PRICE EVALUATION SHEET, ATTACHMENT 003, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of SEE PRICE EVALUATION SHEET, ATTACHMENT 003;
 - (2) Any order for a combination of items in excess of SEE PRICE EVALUATION SHEET, ATTACHMENT 003; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-56 52.216-22 INDEFINITE QUANTITY

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
 - (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The

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Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2004.

(End of clause)

(IF6036)

I-57 52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

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- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(TF7210)

I-58 52.203-7

ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

i-59 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997

- (a) The Contractor shall test 10 units of Items 0001, 0002, 0003, and 0004 as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to TACOM-Rock ISLAND, ATTN: MS. BOBBIE STEGALL, AMSTA-LC-CSC-C, ROCK ISLAND, ILLINOIS 61299-7630, marked ''FIRST ARTICLE TEST REPORT: Contract No. DAAE20-03-D-0044, Item Nos. 0001, 0002, 0003, and 0004.'' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
 - (i) The Contractor shall produce both the first article and the production quantity at the same facility.
 - (See instructions regarding submission of First Article clause)
- ** (See Schedule B)

(End of Clause)

(IF7116)

I-60 52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

JUL/1995

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- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-61 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

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designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-62 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

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- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-63 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-64 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-65 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001

(a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal

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specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	10-DEC-2001	002	
Attachment 001	TECHNICAL DATA - CD ROM		001	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	PRICE EVALUATION SHEET		001	
Attachment 004	INSTRUCTION FOR COMPLETION OF GAGE RECORD CARD (DA FORM		005	
	3023)			
Attachment 005	NONDISCLOSURE AGREEMENT		003	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)